CONSTITUTIONAL LAW—NEGLIGENCE—FELLOW SERVANTS ACT.—A statute making a railroad company liable for injuries to servants through the negligence of fellow servants is held, in *Callahan* v. *St. Louis Merchants' Bridge Terminal R. Co.* (Mo.), 60 L. R. A. 249, not to violate the equality clause of the Federal Constitution, although it does not confine such liability to acts performed in the operation of trains, but extends it to risks similar to those incurred by the employees of persons or corporations engaged in other lines of work.

CORPORATIONS—NATIONAL BANKS—LIABILITY OF STOCKHOLDERS.—A holder of stock in a national bank, who, without knowledge or suspicion that the bank is insolvent or is likely to prove so, sells the stock, and who does everything reasonably possible to procure a transfer of the shares on the books of the bank, is held, in *Earle v. Carson* (C. C. App. 3d C.), 60 L. R. A. 266, not to be liable as a stockholder, although the bank is declared insolvent before the transfer is effected, and both the bank and the purchaser were insolvent when the sale was made.

MARRIAGE AND DIVORCE—DECREE OBTAINED BY FRAUD—FINALITY.—A woman who consented to a decree of divorce against her to enable her husband to obtain a grant of property is held, in *Karren* v. *Karren* (Utah), 60 L. R. A. 294, to have no right, after her husband had married another woman, to have the decree annulled, although, in consideration of her consent, he promised to remarry her after the grant was procured, and the decree was obtained by suppression of facts, and false testimony.

The right of a party obtaining or consenting to divorce to contest its validity is considered in a note to this case.

LIBEL—INSTRUCTIONS—COMPENSATORY DAMAGES.—Where, in an action for libel, it appeared that a libelous publication had appeared in three issues of defendant's newspaper, having a large circulation in the vicinity of plaintiff's former residence, and such publication falsely charged her with adultery, it was not error for the court to charge that the court would feel the same sense of shame and mortification as plaintiff would, when the publication was made, if the jury rendered a verdict in her favor for but six cents damages, that such verdict would be an utter disgrace to the administration of law, and that it was the jury's duty to see that plaintiff had substantial compensation for the grievous wrong done her. *Knowlden* v. *Guardian Printing Co.* (N. J.), 55 Atl. 287.

(This instruction has in it the ring of Jersey justice, but in Virginia, with the careful attention of her courts to the line between "the province of the jury" and their own, it is safe to express the opinion that it would have been refused.—EDITOR VIRGINIA LAW REGISTER).

BANKRUPTCY—LIABILITIES DISCHARGED—ACTIONS FOR FRAUD—FIDUCIARY CAPACITY—BROKERS.—1. Under Bankr. Act 1898, sec. 17, cl. 4 (Act July

1, 1898, c. 541, 30 Stat. 551 [U. S. Comp. St. 1901, p. 3428]), providing that a discharge in bankruptcy shall release a bankrupt from all his provable debts, except such as were created by his fraud, embezzlement, or defalcation while acting as an officer or in a fiduciary capacity, a discharge in bankruptcy cancels a judgment obtained on a debt incurred by a broker by failure to return to his customer securities deposited with him as collateral against loss, as the act was not a fraud committed in a fiduciary capacity.

2. Under Bankr. Act 1898, sec. 17, cl. 2, providing that a discharge in bankruptcy shall release a bankrupt from all his provable debts except judgments in actions for fraud, a discharge in bankruptcy releases a judgment in an action of trover and conversion, as it is not an action for fraud. *Crosby* v. *Miller* (R. I.), 55 Atl. 328.

Per Douglas, J:

"It is well settled by authority of the United States courts that the words 'fiduciary capacity,' as used in this and the preceding bankrupt acts, do not describe the relation which a broker holds to his customer for whom he is buying and selling, and who has deposited with him collateral securities against loss in such transactions. *Chapman* v. *Forsyth*, 2 How. 202, 11 L. Ed. 236, under the act of 1841, dealt with the case of a facter who had retained the money of his principal. Under the act of 1867, in the case of *Hennequin* v. *Clews*, 111 U. S. 676, 4 Sup. Ct. 576, 28 L. Ed. 565, the court applied the construction adopted in *Chapman* v. *Forsyth* to the words of the later act, and held that the relation of broker to his customer was analogous to that of factor to principal, and equally outside of the words 'fiduciary capacity' in the meaning of the law. Mr. Justice Bradley, delivering the opinion of the court, says: 'There is no more—there is not so much—of the character of trustee in one who holds collateral security for a debt as in one who receives money from the sale of his principal's property; money which belongs to his principal alone, and not to him, and which it is his duty to turn over to his principal without delay. The creditor who holds a collateral holds it for his own benefit under contract. He is in no sense a trustee. His contract binds him to return it when its purpose as security is fulfilled, and if he fails to do so it is only a breach of contract, and not a breach of trust.' The case is exactly in point, and decisive of the motion now before us; for the act of 1898 evidently uses those words in the same sense which judicial construction has fixed upon them under the acts of 1841 and 1867."

Citing further *Brachen v. Milner* (C. C.), 104 Fed. 522; *Case of Basch* (D. C.), 97 Fed. 761; *Neal* v. *Clark*, 95 U. S. 704. Cf. *Morse v. Kaufman*, 100 Va. 218; *Goldin* v. *Buch*, 8 Va. Law Register, 131.

FIFTY DOLLAR LAW—CONSTITUTIONALITY.—The Court of Appeals has recently passed upon the constitutionality of section 3652 of the Code of Virginia, commonly known as the fifty dollar law. In the case of *Marston* v. *Oliver*, in the Corporation Court of Newport News, the section was attacked